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OK BOTH SIDES
3/19/08

MEMORANDUM OF UNDERSTANDING

This Memorandum is entered into this 1st day of May, 2002, by and between the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 94 (hereinafter UNION) and the East Central Ohio Mechanical Contractors Association, Inc., (hereinafter ASSOCIATION).

SECTION 1 - Any Employer that becomes bound to this Memorandum also accepts and agrees to be bound to the Collective Bargaining Agreement (hereinafter Agreement) between the UNION and the ASSOCIATION. This memorandum shall run concurrently with the Agreement and shall terminate on April 30, ~~2005~~²⁰¹¹, Midnight.

SECTION 2 - The UNION and the ASSOCIATION agree to establish the classification of helper. An Employer bound by this Memorandum may employ individuals in this classification in accordance with the terms set forth in this Memorandum.

SECTION 3 - Prior to employing a helper, an Employer shall contact the UNION and request the UNION to refer to it an individual to work as a helper. The UNION shall administer the helper classification. Employment as a helper is voluntary and an applicant is not required to accept a referral as a helper.

SECTION 4 - In order for an Employer to be eligible to employ a helper, the Employer's principal place of business must be located within the territorial jurisdiction of the UNION.

SECTION 5 - No helper shall be employed with an Employer unless one journeyman and one apprentice is employed regularly. The following is the permitted ratio of journeymen and apprentices to helpers:

JOURNEYMAN	APPRENTICES	HELPER
1 - 3	1	1
4 - 7	2	2
8 - 10	3	3
11 - 15	4	4
16 - 20	5	5

SECTION 6 - Under no circumstances shall an Employer exceed the apprentice to helper ratio set out in Section 5.

SECTION 7 - The helper hourly wage rate shall be no less than the current minimum wage as set forth by the appropriate government authority. Helpers also shall be entitled to coverage under the health and welfare plan established by the ASSOCIATION and the UNION.

SECTION 8 - A helper shall always work under the supervision of a journeyman employed on the same jobsite as the helper. A helper may perform the following duties:

1. Loading, unloading, distribution and stockpiling of materials and equipment.
2. Loading and unloading of tools.
3. Tool repair, cleaning and pick-up activity.
4. Job clean-up activity.
5. Cleaning of fixtures and equipment.
6. Cutting, patching and grouting under the direction of a journeyman.
7. Service contractor equipment.
8. Coring.
9. Setting up and tearing down scaffold.
10. On site work, the helper can be used on a one-to-one ratio, i.e., one journeyman, one apprentice, one helper.
11. Cleaning and knocking out of inserts and sleeves, if necessary.
12. Truck drivers.
13. Watching concrete pours, if necessary.

An Employer and the business manager of the UNION may agree that a helper may perform additional duties. An Employer and the business manager may also agree that, due to special circumstances on a job about to be bid, helpers may perform additional duties. It is understood and agreed that any such changes will only apply on that particular job or project.

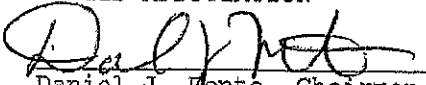
SECTION 9 - An Employer shall be responsible to provide whatever training the Employer believes a helper should receive, including, but not limited to, appropriate safety instructions.

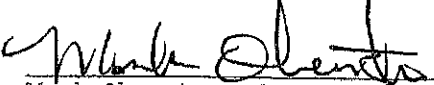
SECTION 10 - Employment as a helper shall not impose any obligation on an Employer or Union to employ the helper in the future. Employment as a helper does not entitle the helper to enter any apprenticeship program other than through the normal application and selection procedure.

SECTION 11 - This Agreement shall not be operative on any federal, state or local prevailing wage projects.

SECTION 12 - A member of the UNION or the United Association who accepts a referral as a helper under this Memorandum shall, except to the extent modified by this Memorandum, retain the rights, benefits and privileges that he otherwise would have under the Agreement between the UNION and the ASSOCIATION. Non-members of the Union or the United Association who are employed as helpers under this Agreement shall have only those rights identified in this Memorandum and shall not be entitled to any other rights, benefits or privileges which may exist under this Agreement between the UNION and the ASSOCIATION.


JOURNEYMAN AND APPRENTICES
OF LOCAL UNION NO. 94
UNITED ASSOCIATION


Daniel J. Monte, Chairman



Mark Oberster, Secretary



Barry Evans

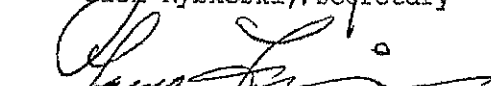

Gary Heckman



Jerry L. Randulic

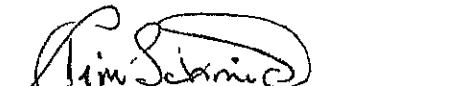
EAST CENTRAL OHIO MECHANICAL
CONTRACTORS' ASSOCIATION, INC.

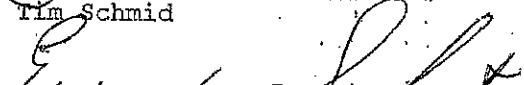

Ron Berger, Chairman


Jack Rybkoski, Secretary


Larry Feinman


Michael Friedman


Tim Schmid


Eugene Seifert, Alternate